

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS
(M.G.L. Ch. 30, Sec. 39M)

PROJECT MANUAL:
ROCK CRUSHING SERVICES
INVITATION FOR BID #14-63

Bid Opening Date: December 30, 2013 at 10:00 a.m.

DECEMBER 2013
Setti D. Warren, Mayor

CITY OF NEWTON
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END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #14-63**

The City of Newton invites sealed bids from Contractors for :

ROCK CRUSHING SERVICES

Bids will be received until: **10:00 a.m., Monday, December 30, 2013**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

The work under this contract consists of the following: **The Contractor shall provide City of Newton with the equipment and labor necessary to convert irregularly shaped embankment of stockpiled residual roadway and construction waste materials which have been generated by the various enterprises of the City of Newton Department of Public Works field operations to a homogenous well-graded granular material. Residual and waste materials are currently located at 115 Rumford Avenue in Newton ("Site"), and they may be added to from time to time during the term of this contract. Such final crushed material, after being processed, shall consist of a blend of asphalt, concrete, gravel, organic soils, rocks, granite and other similar residual materials. The Contractor is further advised that it must inspect the existing stockpile at the Site prior to placing its bid in order to fully assess both the nature of the stockpiled materials as well as the topographical characteristics of the staging area. These considerations must be collectively incorporated into the bidding, crushing and gradation process. Further, the successful bidder must be ready, willing and able to accommodate the City of Newton in the scheduling of this work.**

Contract Documents will be available on line at www.newtonma.gov/bids or pickup at the Purchasing Department after 10:00 a.m., December 12, 2013. There will be no charge for contract documents.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids. All bids must be submitted with one ORIGINAL and one COPY.**

The term of this contract **shall extend for 12 months from the date of contract execution.**

Award will be made to the bidder with the lowest total contract price that has been deemed responsible and eligible.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Some City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or e-mail purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Nicholas Read
Chief Procurement Officer
December 12, 2013

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder has visited 115 Rumford Avenue, Newton ("Work Site") and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and Work Site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, December 23, 2013 at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-63**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR: **#14-63**
- * NAME OF PROJECT: **Rock Crushing Services**
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award one (1) contract to the lowest responsible and eligible Bidder within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #14-63

- A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

ROCK CRUSHING SERVICES

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The proposed contract price is:

_____ DOLLARS (\$ _____).

(The figure inserted above shall be the Total Bid Price as computed on the Bid Item Sheet attached hereto.)

COMPANY NAME: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Item Sheet, 1 page
- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page
- ☐ A five percent (5%) bid deposit/bid guarantee

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

- F. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

BID ITEM SHEET**PAGE 1**

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions may necessitate, provided, however, that whatever quantity the City may purchase the price therefor shall be based on the Unit Prices stated below.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM: 1 - MOBILIZATION (INCLUDING SITE REVIEWS, NOTIFICATIONS & MEETINGS) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	L.S.	\$ _____
ITEM: 2 - CRUSHING & PROCESSING STOCKPILED MATERIAL(S) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	5,000	C.Y.	\$ _____
ITEM: 3 - MATERIAL TESTING THE SUM OF: ONE THOUSAND _____ DOLLARS AND NO _____ CENTS (\$ 1,000.00 _____) PER ALLOWANCE	1	ALL.	\$1,000

TOTAL BID PRICE :**\$**

(Total Bid Price must be placed in paragraph "C" of the Bid Form)

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input checked="" type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY-CONTRACTOR AGREEMENT

CONTRACT NO. C- _____

THIS AGREEMENT made this ____ of _____ in the year Two Thousand and Thirteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

ROCK CRUSHING SERVICES

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #14-63 issued by the Purchasing Department;
- c. The Project Manual for: Rock Crushing Services, including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this Contract **shall extend for 12 months from the day of contract execution.**
- VI. PAYMENT PROCEDURES.** At the end of each calendar month during the term of this contract, the contractor may submit an invoice for services performed during that month in accordance with the pricing established by this contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice or approval and acceptance of the work performed whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Print Name _____
Title _____
Date _____

Affix Corporate Seal Here

City funds are available in the following
Account Numbers:

0140111-5391 -
27A401F2-5391 -

I further certify that the Mayor, or his
designee, is authorized to execute contracts
and approve change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Works

Date _____

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2013 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of____2013.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON

GENERAL CONDITIONS OF THE CONTRACT

FOR PUBLIC WORKS CONSTRUCTION

ARTICLE 1

Definitions

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plan" shall mean plans referred to and included in the Project Manual for this contract.

The word "City" shall mean the City of Newton.

The term "Substantial Completion" shall mean either that the work required by the contract has been completed except for the work having a contract price of less than one per cent of the then adjusted contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

ARTICLE 2

Summary of Work

The work shall be done in accordance with the Summary of Work attached hereto and such further instructions as may be furnished from time to time by the Engineer. All said instructions are to be deemed a part of this contract, and the said plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the plans, and any work shown on the instructions though not mentioned in the contract, is to be executed by the Contractor as a part of this contract. All things which in the opinion of the Engineer may fairly be inferred from the contract, Summary of Work and instructions are to be executed by the Contractor as a part of the contract.

ARTICLE 3

Inspection

The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the instructions, the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and the Engineer and persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

ARTICLE 4

Change in Plans and Work

The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

ARTICLE 5
Time and Manner of Doing the Work

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents (as defined in the Contract).

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

Maintenance of Travel

3. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

Abandonment of Work by Contractor

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

ARTICLE 6
Compensation for Work

1. Subject to the provisions of Paragraph 10 of this Article, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less any amounts due the City by the Contractor.

Final and Substantial Completion

4. Upon substantial completion of the work required by the Contract, the Contractor must present to the City Engineer written certification that the work is substantially complete. Within 21 calendar days after such certification is presented the City

Engineer shall present to the Contractor either a written declaration that the work is substantially complete or an itemized list of incomplete or unsatisfactory work items sufficient to demonstrate that the work is not substantially complete. The City Engineer shall include with such itemized list a date by which the work items must be completed, which date may not be earlier than the date for substantial completion established in the Contract Documents. If the City Engineer does not respond as provided herein within 21 calendar days, then the date of the Contractor's certification shall become the date for effective declaration of substantial completion.

5. Within 15 calendar days after the effective declaration of substantial completion, the City Engineer shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items. Unless delayed by causes beyond the Contractor's control, with an extension of time granted pursuant to Article 7, the Contractor must complete the work items within 45 calendar days after receipt of the list, or by the contractual completion date, whichever is later. If the contractor fails to complete the work within the required time the City may, notwithstanding other rights and remedies at its disposal, and upon seven days written notice to the Contractor terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

6. Within 65 calendar days following the effective declaration of substantial completion, the City Engineer shall issue to the Commissioner who shall cause to be paid to the Contractor a substantial completion estimate which estimate shall consist of the balance of the then current contract price less a one percent retention, the estimated cost to complete incomplete or unsatisfactory work items, the value of any outstanding claims against the Contractor and the sum of all demands for direct payment made pursuant to Article 12 herein, provided that until final acceptance, the City shall retain five percent of the value of all items planted in the ground.

7. The Contractor shall provide written notice to the City Engineer when the work has been brought to final completion. Within ten days following receipt of such notice, and providing his inspection shows no work items remain incomplete or unsatisfactory, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

8. Within 30 calendar days following receipt of final completion, the City shall pay the Contractor, on the approval of the Commissioner, the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor for incomplete or unsatisfactory work or claims made by or against the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims.

9. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

Extra Work

10. The Contractor shall be paid for any additions, or deductions as provided in Article 4, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra payrolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

11. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

12. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

Contract Made Subject to Appropriations

13. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

ARTICLE 7

Delays and Extensions of Time

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

ARTICLE 8

Protection of Existing Structures

All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

ARTICLE 9

Co-operation with Other Contractors

The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

ARTICLE 10

Subcontracts

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of his subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring the payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of the subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority, the demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of the completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make

further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

ARTICLE 11

Responsibility for Work--Contractor's Responsibility

1. The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

ARTICLE 12

Guaranty

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

ARTICLE 13

Defective Work and Materials

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or

materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City of Newton.

ARTICLE 14 **Employment of Labor**

The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

ARTICLE 15 **Laws and Regulations--Contractor to Comply with Law**

The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

ARTICLE 16 **Liquidated Damages**

1. In case the work embraced in the contract shall not have been substantially completed by the date stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun until the work is substantially completed in accordance with the following Schedule of Deductions, and in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

SCHEDULE OF DEDUCTIONS

Original Contract Amount		Daily Charge
<u>From More Than</u>	<u>To and Including</u>	<u>Per Calendar Day</u>
\$ 0.	\$ 25,000.	\$ 30.
25,000.	50,000.	50.
50,000.	100,000.	100.
500,000.	1,000,000.	150.
1,000,000.	2,000,000.	200.
2,000,000.	—	300.

2. In case the work embraced in the contract shall not have been brought to final completion within 130 calendar days following the date of declaration of substantial completion, the Contractor shall pay to the City of Newton as

liquidated damages the sum of \$100.00 for each week or portion thereof during the period of overrun until the work is complete.

3. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

END OF GENERAL CONDITIONS

CITY OF NEWTON

SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

I. SUMMARY OF WORK

A. The work under this Contract consists of:

The Contractor shall provide City of Newton with the equipment and labor necessary to convert irregularly shaped embankment of stockpiled residual roadway and construction waste materials which have been generated by the various enterprises of the City of Newton Department of Public Works field operations to a homogenous well-graded granular material. Residual and waste materials are currently located at 115 Rumford Avenue in Newton ("Project Site"), and they may be added to from time to time during the term of this contract. Such final crushed material, after being processed, shall consist of a blend of asphalt, concrete, gravel, organic soils, rocks, granite and other similar residual materials. The Contractor is further advised that it must inspect the existing stockpile at the Site prior to placing its bid in order to fully assess both the nature of the stockpiled materials as well as the topographical characteristics of the staging area. These considerations must be collectively incorporated into the bidding, crushing and gradation process. Further, the successful bidder must be ready, willing and able to accommodate the City of Newton in the scheduling of this work.

2. Upon Notice Of Award the successful bidder shall be required to submit, within five (5) business days, to the Purchasing Department;
 - A signed contract
 - A Certificate of Insurance (naming the City as an additional insured)
 - A Labor and materials Payment Bond in amount of 50% of the contract total.
3. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
 2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
 3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
 4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.
- C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B.

The time for substantial completion pursuant to Article V of the Contract shall be **forty-five (45) calendar days (inclement weather excepted) from the date of the Notice To Proceed. The successful bidder must ready, willing, and able to accommodate the City of Newton in the scheduling of this work.**

- C. Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in Article 16 of the General Conditions for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

SECTION 1**Item 1 – MOBILIZATION (INCLUDING SITE REVIEWS, NOTIFICATIONS & MEETINGS)****Description**

- (a) The Contractor is responsible for coordinating and executing all administrative aspects of the work performed under this contract, inclusive, but not limited to, preliminary and/or ongoing site reviews, specialized notifications to various City Agencies, as well as participating as an active member in both the coordination and the loading of City of Newton trucks, whenever such trucks are available, and, as often as may be necessary, for coordinating, aiding, and tabulating the continuous measurement(s) of the processed material.
- (b) Under this item the Contractor will be required to attend informational meetings with the City of Newton Agents in order to discuss, and subsequently address, all points of concern. Typically, these meetings shall consist of, but are not limited to, a Preconstruction Conference, Progress Conference(s), coordination of City supplied services, inspection walk-throughs and/or as being an active participant in the coordination and physical measurement(s) of the existing and/or generated material(s).
- (c) Under this item the Contractor is responsible for the timely processing all the necessary paperwork in the execution of this contract as well as for providing operational information to all concerned parties as the project commences, and as it progresses.
- (d) Under this item the Contractor shall ensure a structured and efficient execution of this contract.
- (e) Under this item the Contractor shall comply with all federal, state and local laws.

Method of Compliance

- (f) The Contractor is to give forty-eight (48) hours notice prior to either occupying the site or when requesting City supplied services.
- (g) The Contractor shall make, and maintain, a safe and reasonable access route for all City operations that will be taking place in and around the stockpile area during the course of the crushing operations. At no time shall the Contractor impair the City's ability to perform its standard operational functions, therefore the Contractor must be diligent in siting his operational 'platform(s)' and multiple staging areas, as the crushing operation progress', in order to achieve these directives.

Manner of Payment

- (h) Under this item the City of Newton Representative shall make percentage payments as he deems appropriate during the course of these activities.

Basis of Payment

- (i) Under **Item 1** the Contractor will be paid the **lump sum** price for the administration of these terms, and for all labor and materials required to complete these tasks throughout the entire term of the project.

SECTION 2**Item 2 – CRUSHING & PROCESSING STOCKPILED MATERIAL(S)****Description**

- (a) The Contractor shall provide the City of Newton with the equipment and services necessary to produce a homogenous well-graded granular material created from an irregularly shaped embankment of residual materials which has been generated by the various enterprises of the City of Newton's Department of Public Works field operations. The final crushed material, after being processed, shall therefore be comprised of a blend of asphalt, concrete, gravel, organic soils, rocks, granite, and other similar residual materials which shall conform with a specific gradient standard.
- (b) The Contractor shall be responsible for loading the processed material onto City of Newton DPW trucks, whenever such trucks are available, otherwise the existing and/or generated material shall remain on site and the Contractor shall be required to continually adjust his operational platforms as required until such time as the entire existing stockpile has been satisfactorily processed.
- (c) The City of Newton shall be responsible for removing the crushed/processed material from the Rumford Avenue site, however in the event the City cannot remove the material as fast as it is generated then the Contractor must be prepared to relocate his crushing equipment, or the generated material accordingly, so as not to delay the material crushing operation.
- (d) The Contractor shall work closely with the City of Newton in the scheduling of this work.
- (e) The hours of the crushing process shall be limited to 7:30 a.m. to 3:00 p.m. Monday - Friday.

Method of Compliance

- (f) The Contractor is to give forty-eight (48) hours notice prior to occupying the site or when requesting City supplied services.
- (g) The Contractor shall create staging areas and service routes, of adequate size, which are capable of safely supporting his equipment and the operations as a whole.
- (h) The staging area(s), the service routes, the overland water conduits, as well as the generated stockpile(s) of processed material, shall be sited in a responsible manner to ensure that the normal DPW operations in and around the work zone(s) are not impaired by the Contractor's operations.
- (i) **The Contractor shall furnish and supply all equipment, labor, and incidentals needed to separate, crush, process, stockpile, move and/or otherwise load the finished material onto City of Newton trucks, with all operations, undertaken by the Contractor, being performed within the localized area of the existing stockpile, however City supplied water, exclusive of the temporary overland conduit(s), shall be made available at no cost to the Contractor.**
- (j) **In the event the City of Newton cannot remove the generated material as fast as it is produced the Contractor shall still be required to continue with the crushing operation(s).**

Method of Compliance (Continued)

(k) Dust conditions shall not be allowed. The Contractor is responsible for supplying a temporary water conduit and/or a water truck for the purpose of controlling dust. If the Contractor chooses to utilize a City hydrant as his water source then all connections are to be leak-free and no hydrant shall be left in the open position during those periods when the Contractors operations have ceased for the day. In addition, **during periods of freezing temperatures, the Contractor shall arrange for the City of Newton to pump out any supply hydrant when the Contractors operations have ceased for the day.** In addition, any conduits drained by the Contractor shall be done in a responsible manner to prevent erosion and/or icing conditions upon roadways and/or sidewalk areas.)

(l) The City of Newton will absorb the cost of the City supplied water, however the Contractor shall draw water only from those hydrants **which have been pre-approved by the Superintendent of Water, and no water is to be drawn from any City hydrant until such time as the Contractor has posted a one-thousand (\$1000) dollar deposit** with the Water Superintendent, and has obtained, in return, a water meter assembly equipped with a backflow preventer. Any water drawn for any operation under this contract is to be metered through this unit. At the end of the crushing operation, and **providing that the water meter/backflow preventer unit has been returned** to the Water Superintendent, complete and in good working order, then **the deposit shall be refunded to the Contractor** by the Superintendent.

(Note : The preferable hydrant to be used under this program is located on (sparsely traveled) Wabasso Street approximately five hundred (500) feet to the north of the stockpile area. Once the Contractor has placed his conduit he shall install, and maintain, a temporary bituminous concrete ramp at the Wabasso St. crossing point for the purpose of bridging the conduit.)

(m) Heavy-duty water conduits shall be supplied by the Contractor and they shall be of such a quality and grade and/or otherwise protected such that they are fully resistant to rupturing and/or coupling separation when impacted by wheeled construction vehicles.

(n) The Contractor shall be diligent in conserving water. To that end only enough water shall be used to service the needs of the operation and at no time shall water be allowed to leak from the conduits and/or be allowed to run without benefit to the crushing and/or dust control measures.

(o) The Contractor shall be responsible for breaking up any existing stockpile material, as he deems necessary, in order to meet the 'feeder' design and overall processing capabilities of his equipment.

(p)The Contractor shall cast off any material that contains embedded steel, and at days end he is to relocate this material to a common area adjacent to the existing stockpile. The subsequent removal of this material from the Rumford Avenue site shall be the responsibility of the City of Newton.

(q) The crushing system is to include a screening unit, and shall be capable of producing, in a single pass, a mechanically blended product which meets the following gradation standards when **only concrete curb** is passed through the system:

<u>Sieve Designation</u>	<u>% Passing</u>
1"	100
3/4" - 1/4"	50-85
No. 4	30-60
No.200	0-5

To that end, and for the purpose of qualifying the machinery at the outset of the operation, the Contractor shall be required to selectively pass only concrete curb through the system for the purpose of initially producing three (3) cubic yards of processed material. The material shall then be tested to confirm that it meets the above gradation standards (equivalent to common 'dense graded crushed stone'). Upon acceptance of the material generated under this initial phase, the machinery/equipment/system shall be deemed adequate and the Contractor shall be allowed to process the balance of the stockpile at will. However, in the event the generated material does not achieve the gradation standards during the

qualifying round then the Contractor must adjust the system as may be required, after which another round of qualifying test(s) shall be performed.

(r) Any generated material which does not meet the above designated gradation standards **during the qualifying round(s)** shall be reprocessed by the Contractor until said standards have been achieved.

(s) The Contractor shall accommodate the City of Newton in the testing of the product, and any resulting delay shall be at no expense to the City.

(t) Once the equipment and methods have been qualified by the testing of materials the Contractor shall not alter either the machinery and/or the processing methods in order to preserve the gradation integrity of the system.

Method of Measurement

(u) During the course of these operations the Contractor shall be responsible for continuously creating stockpiles of processed material. These stockpiles shall be of symmetrical shape so that they can be easily and quickly quantified by using basic algebraic methods.

(v) The Contractor shall contact the City of Newton to schedule the measurement of the generated stockpiles. **(Note: At the time of measurement each individual stockpile shall contain no less than approximately two hundred fifty (250) cubic yards of processed material. [~35' x ~35' x ~5'] however larger stockpiles are encouraged.)**

(w) The Contractor shall assist the City of Newton Representative in the measurement of the generated stockpiles for the purpose of immediately coming to a mutual conclusion as to the amount of material that has been generated, and such measurements shall be recorded by the **cubic yard** by both parties who shall cite in the record the date, time, quantity and personnel in attendance.

(x) The Contractor shall not move, relocate, load or otherwise disturb any newly generated stockpile until such time as it has been measured by the City of Newton Representative and the quantities have been mutually agreed upon and the record of the event has been made. Once the quantity of the individual stockpile(s) has been agreed upon by both parties then the Contractor shall either load the processed material onto City of Newton trucks or he shall otherwise consolidate the material into a common stockpile.

(y) **Under this item the initial contract quantity is not to be exceeded unless additional quantities have been pre-approved by the City of Newton Agent. To that end it is the responsibility of the Contractor to keep a running tally of these quantities since the funding of this project is based upon a fixed value amount, therefore no overages can, or will be paid for.**

Basis of Payment:

(z) Under **Item 2** the Contractor shall be paid the contract unit price for each **cubic yard** of the processed material that is processed meets the initial gradation requirements, which unit price shall include full compensation for all labor, materials, tools, fuel, equipment, and all incidentals necessary to complete the work under this item, as directed by the City of Newton Representative, and as specified herein.

(za) **The directive of Paragraph (y) applies.**

(zb) The testing of materials shall be paid for under **Item 3**.

SECTION 3**Item 3 – MATERIAL TESTING****Description**

(a) The Contractor shall include in his bid an allowance of **one thousand dollars (\$1,000.00)** for tests conducted in the field, and/or conducted in a pre-approved laboratory, as required by the City Engineer, for the quality control of materials.

(b) The City will reimburse the Contractor for the full amount of the material testing services **provided that such tests are successful** and have been pre-approved and/or ordered by the City Engineer. The Contractor is required to submit to the City Engineer copies of evidence of payment.

(c) When requested to do so by the City Engineer the Contractor shall transport the materials to be tested. Transportation shall take place on a timely basis and in a responsible manner and to the satisfaction of the City of Newton Agent.

Basis of Payment

(d) Under **Item 3** the Contractor will be paid the full invoice amount for approved and/or authorized material testing services conducted by an independent and qualified laboratory. Under no circumstances will the City of Newton pay for any testing procedures which excessively exceed the accepted industry standards.

END OF SECTION

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B. The Contractor is obligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #14-63
Description of Work: (Equipment Use Non-Construction) Rock Crushing Services
City/Town: NEWTON
Job Location: Rumford Avenue

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprenticeship Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 12/05/2013

Wage Request Number: 20131205-041

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2013	\$32.05	\$9.41	\$0.00	\$0.00	\$41.46
	06/01/2014	\$32.40	\$9.41	\$0.00	\$0.00	\$41.81
	08/01/2014	\$32.40	\$9.91	\$0.00	\$0.00	\$42.31
	12/01/2014	\$32.40	\$9.91	\$0.00	\$0.00	\$42.31
	06/01/2015	\$32.75	\$9.91	\$0.00	\$0.00	\$42.66
	08/01/2015	\$32.75	\$10.41	\$0.00	\$0.00	\$43.16
	12/01/2015	\$32.75	\$10.41	\$0.00	\$0.00	\$43.16
	06/01/2016	\$33.25	\$10.41	\$0.00	\$0.00	\$43.66
	08/01/2016	\$33.25	\$10.91	\$0.00	\$0.00	\$44.16
	12/01/2016	\$33.25	\$10.91	\$0.00	\$0.00	\$44.16
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2013	\$32.12	\$9.41	\$0.00	\$0.00	\$41.53
	06/01/2014	\$32.47	\$9.41	\$0.00	\$0.00	\$41.88
	08/01/2014	\$32.47	\$9.91	\$0.00	\$0.00	\$42.38
	12/01/2014	\$32.47	\$9.91	\$0.00	\$0.00	\$42.38
	06/01/2015	\$32.82	\$9.91	\$0.00	\$0.00	\$42.73
	08/01/2015	\$32.82	\$10.41	\$0.00	\$0.00	\$43.23
	12/01/2015	\$32.82	\$10.41	\$0.00	\$0.00	\$43.23
	06/01/2016	\$33.32	\$10.41	\$0.00	\$0.00	\$43.73
	08/01/2016	\$33.32	\$10.91	\$0.00	\$0.00	\$44.23
	12/01/2016	\$33.32	\$10.91	\$0.00	\$0.00	\$44.23
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2013	\$32.24	\$9.41	\$0.00	\$0.00	\$41.65
	06/01/2014	\$32.59	\$9.41	\$0.00	\$0.00	\$42.00
	08/01/2014	\$32.59	\$9.91	\$0.00	\$0.00	\$42.50
	12/01/2014	\$32.59	\$9.91	\$0.00	\$0.00	\$42.50
	06/01/2015	\$32.94	\$9.91	\$0.00	\$0.00	\$42.85
	08/01/2015	\$32.94	\$10.41	\$0.00	\$0.00	\$43.35
	12/01/2015	\$32.94	\$10.41	\$0.00	\$0.00	\$43.35
	06/01/2016	\$33.44	\$10.41	\$0.00	\$0.00	\$43.85
	08/01/2016	\$33.44	\$10.91	\$0.00	\$0.00	\$44.35
	12/01/2016	\$33.44	\$10.91	\$0.00	\$0.00	\$44.35
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$0.00	\$0.00	\$50.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$0.00	\$0.00	\$50.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$0.00	\$0.00	\$50.11
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.11	\$10.00	\$0.00	\$0.00	\$38.11
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$56.14	\$9.80	\$0.00	\$0.00	\$65.94
	08/01/2014	\$58.24	\$9.80	\$0.00	\$0.00	\$68.04
	08/01/2015	\$60.34	\$9.80	\$0.00	\$0.00	\$70.14
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$40.10	\$9.80	\$0.00	\$0.00	\$49.90
	08/01/2014	\$41.60	\$9.80	\$0.00	\$0.00	\$51.40
	08/01/2015	\$43.10	\$9.80	\$0.00	\$0.00	\$52.90
FLAGGER & SIGNALER LABORERS - ZONE 1	12/01/2013	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
	06/01/2014	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
	12/01/2014	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
	06/01/2015	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
	12/01/2015	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
	06/01/2016	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
	12/01/2016	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.49	\$10.00	\$0.00	\$0.00	\$50.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.11	\$10.00	\$0.00	\$0.00	\$38.11
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.49	\$10.00	\$0.00	\$0.00	\$50.49

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.27	\$10.00	\$0.00	\$0.00	\$32.27
2	60	\$24.29	\$10.00	\$0.00	\$0.00	\$34.29
3	65	\$26.32	\$10.00	\$0.00	\$0.00	\$36.32
4	70	\$28.34	\$10.00	\$0.00	\$0.00	\$38.34
5	75	\$30.37	\$10.00	\$0.00	\$0.00	\$40.37
6	80	\$32.39	\$10.00	\$0.00	\$0.00	\$42.39
7	85	\$34.42	\$10.00	\$0.00	\$0.00	\$44.42
8	90	\$36.44	\$10.00	\$0.00	\$0.00	\$46.44

Notes:

Apprentice to Journeyworker Ratio:1:6

Issue Date: 12/05/2013

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	12/01/2013	\$33.80	\$7.10	\$0.00	\$0.00	\$40.90
LABORERS - ZONE 1	06/01/2014	\$34.55	\$7.10	\$0.00	\$0.00	\$41.65
	12/01/2014	\$35.30	\$7.10	\$0.00	\$0.00	\$42.40
	06/01/2015	\$36.05	\$7.10	\$0.00	\$0.00	\$43.15
	12/01/2015	\$36.80	\$7.10	\$0.00	\$0.00	\$43.90
	06/01/2016	\$37.55	\$7.10	\$0.00	\$0.00	\$44.65
	12/01/2016	\$38.55	\$7.10	\$0.00	\$0.00	\$45.65

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.28	\$7.10	\$0.00	\$0.00	\$27.38
2	70	\$23.66	\$7.10	\$0.00	\$0.00	\$30.76
3	80	\$27.04	\$7.10	\$0.00	\$0.00	\$34.14
4	90	\$30.42	\$7.10	\$0.00	\$0.00	\$37.52

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.73	\$7.10	\$0.00	\$0.00	\$27.83
2	70	\$24.19	\$7.10	\$0.00	\$0.00	\$31.29
3	80	\$27.64	\$7.10	\$0.00	\$0.00	\$34.74
4	90	\$31.10	\$7.10	\$0.00	\$0.00	\$38.20

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2013	\$20.96	\$10.00	\$0.00	\$0.00	\$30.96
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	12/01/2013	\$24.43	\$10.00	\$0.00	\$0.00	\$34.43
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2013	\$40.11	\$10.00	\$0.00	\$0.00	\$50.11
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER	12/01/2013	\$31.88	\$9.41	\$0.00	\$0.00	\$41.29
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2014	\$32.23	\$9.41	\$0.00	\$0.00	\$41.64
	08/01/2014	\$32.23	\$9.91	\$0.00	\$0.00	\$42.14
	12/01/2014	\$32.23	\$9.91	\$0.00	\$0.00	\$42.14
	06/01/2015	\$32.58	\$9.91	\$0.00	\$0.00	\$42.49
	08/01/2015	\$32.58	\$10.41	\$0.00	\$0.00	\$42.99
	12/01/2015	\$32.58	\$10.41	\$0.00	\$0.00	\$42.99
	06/01/2016	\$33.08	\$10.41	\$0.00	\$0.00	\$43.49
	08/01/2016	\$33.08	\$10.91	\$0.00	\$0.00	\$43.99
	12/01/2016	\$33.08	\$10.91	\$0.00	\$0.00	\$43.99

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$0.00	\$0.00	\$50.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$0.00	\$0.00	\$50.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$28.11	\$10.00	\$0.00	\$0.00	\$38.11
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$0.00	\$0.00	\$50.11
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2013	\$32.34	\$9.41	\$0.00	\$0.00	\$41.75
	06/01/2014	\$32.69	\$9.41	\$0.00	\$0.00	\$42.10
	08/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	12/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	06/01/2015	\$33.04	\$9.91	\$0.00	\$0.00	\$42.95
	08/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	12/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	06/01/2016	\$33.54	\$10.41	\$0.00	\$0.00	\$43.95
	08/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
	12/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2013	\$32.63	\$9.41	\$0.00	\$0.00	\$42.04
	06/01/2014	\$32.98	\$9.41	\$0.00	\$0.00	\$42.39
	08/01/2014	\$32.98	\$9.91	\$0.00	\$0.00	\$42.89
	12/01/2014	\$32.98	\$9.91	\$0.00	\$0.00	\$42.89
	06/01/2015	\$33.33	\$9.91	\$0.00	\$0.00	\$43.24
	08/01/2015	\$33.33	\$10.41	\$0.00	\$0.00	\$43.74
	12/01/2015	\$33.33	\$10.41	\$0.00	\$0.00	\$43.74
	06/01/2016	\$33.83	\$10.41	\$0.00	\$0.00	\$44.24
	08/01/2016	\$33.83	\$10.91	\$0.00	\$0.00	\$44.74
	12/01/2016	\$33.83	\$10.91	\$0.00	\$0.00	\$44.74
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$0.00	\$0.00	\$50.11
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2013	\$32.92	\$9.41	\$0.00	\$0.00	\$42.33
	06/01/2014	\$33.27	\$9.41	\$0.00	\$0.00	\$42.68
	08/01/2014	\$33.27	\$9.91	\$0.00	\$0.00	\$43.18
	12/01/2014	\$33.27	\$9.91	\$0.00	\$0.00	\$43.18
	06/01/2015	\$33.62	\$9.91	\$0.00	\$0.00	\$43.53
	08/01/2015	\$33.62	\$10.41	\$0.00	\$0.00	\$44.03
	12/01/2015	\$33.62	\$10.41	\$0.00	\$0.00	\$44.03
	06/01/2016	\$34.12	\$10.41	\$0.00	\$0.00	\$44.53
	08/01/2016	\$34.12	\$10.91	\$0.00	\$0.00	\$45.03
	12/01/2016	\$34.12	\$10.91	\$0.00	\$0.00	\$45.03
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
This classification applies only to the trimming of branches on and around utility lines.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52
This classification applies only to the trimming of branches on and around utility lines.						
VAC-HAUL/CATCH BASIN CLEANING TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2013	\$32.34	\$9.41	\$0.00	\$0.00	\$41.75
	06/01/2014	\$32.69	\$9.41	\$0.00	\$0.00	\$42.10
	08/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	12/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	06/01/2015	\$33.04	\$9.91	\$0.00	\$0.00	\$42.95
	08/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	12/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	06/01/2016	\$33.54	\$10.41	\$0.00	\$0.00	\$43.95
	08/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
	12/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2013

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.